JS 44 (Rev. 07/16)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. *(SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)*

I. (a) PLAINTIFFS
Louis Scarantino

(b) County of Residence of First Listed Plaintiff: Luzerne County, PA
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys *(Firm Name, Address, and Telephone Number)*
Richard A. Maniskas (PA Bar No. 85942), RYAN & MANISKAS, LLP
995 Old Eagle School Road, Suite 311, Wayne, PA 19087
(484) 588-5516

DEFENDANTS
Chemtura Corporation, Craig A. Rogerson, Jeffrey D. Benjamin, Timothy J. Bernlohr, Anna C. Catalano, James W. Crownover, Robert A. Dover, Jonathan F. Foster, John K. Wulff, et al.

County of Residence of First Listed Defendant: Philadelphia County, PA
(IN U.S. PLAINTIFF CASES ONLY)
NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys *(If Known)*

II. BASIS OF JURISDICTION *(Place an "X" in One Box Only)*

- ☐ 1 U.S. Government Plaintiff
- ☒ 3 Federal Question *(U.S. Government Not a Party)*
- ☐ 2 U.S. Government Defendant
- ☐ 4 Diversity *(Indicate Citizenship of Parties in Item III)*

III. CITIZENSHIP OF PRINCIPAL PARTIES *(Place an "X" in One Box for Plaintiff and One Box for Defendant)*
(For Diversity Cases Only)

	PTF	DEF		PTF	DEF
Citizen of This State	☐ 1	☐ 1	Incorporated *or* Principal Place of Business In This State	☐ 4	☐ 4
Citizen of Another State	☐ 2	☐ 2	Incorporated *and* Principal Place of Business In Another State	☐ 5	☐ 5
Citizen or Subject of a Foreign Country	☐ 3	☐ 3	Foreign Nation	☐ 6	☐ 6

IV. NATURE OF SUIT *(Place an "X" in One Box Only)*

CONTRACT
- ☐ 110 Insurance
- ☐ 120 Marine
- ☐ 130 Miller Act
- ☐ 140 Negotiable Instrument
- ☐ 150 Recovery of Overpayment & Enforcement of Judgment
- ☐ 151 Medicare Act
- ☐ 152 Recovery of Defaulted Student Loans (Excludes Veterans)
- ☐ 153 Recovery of Overpayment of Veteran's Benefits
- ☐ 160 Stockholders' Suits
- ☐ 190 Other Contract
- ☐ 195 Contract Product Liability
- ☐ 196 Franchise

TORTS

PERSONAL INJURY
- ☐ 310 Airplane
- ☐ 315 Airplane Product Liability
- ☐ 320 Assault, Libel & Slander
- ☐ 330 Federal Employers' Liability
- ☐ 340 Marine
- ☐ 345 Marine Product Liability
- ☐ 350 Motor Vehicle
- ☐ 355 Motor Vehicle Product Liability
- ☐ 360 Other Personal Injury
- ☐ 362 Personal Injury - Medical Malpractice

PERSONAL INJURY
- ☐ 365 Personal Injury - Product Liability
- ☐ 367 Health Care/ Pharmaceutical Personal Injury Product Liability
- ☐ 368 Asbestos Personal Injury Product Liability

PERSONAL PROPERTY
- ☐ 370 Other Fraud
- ☐ 371 Truth in Lending
- ☐ 380 Other Personal Property Damage
- ☐ 385 Property Damage Product Liability

FORFEITURE/PENALTY
- ☐ 625 Drug Related Seizure of Property 21 USC 881
- ☐ 690 Other

LABOR
- ☐ 710 Fair Labor Standards Act
- ☐ 720 Labor/Management Relations
- ☐ 740 Railway Labor Act
- ☐ 751 Family and Medical Leave Act
- ☐ 790 Other Labor Litigation
- ☐ 791 Employee Retirement Income Security Act

IMMIGRATION
- ☐ 462 Naturalization Application
- ☐ 465 Other Immigration Actions

BANKRUPTCY
- ☐ 422 Appeal 28 USC 158
- ☐ 423 Withdrawal 28 USC 157

PROPERTY RIGHTS
- ☐ 820 Copyrights
- ☐ 830 Patent
- ☐ 840 Trademark

SOCIAL SECURITY
- ☐ 861 HIA (1395ff)
- ☐ 862 Black Lung (923)
- ☐ 863 DIWC/DIWW (405(g))
- ☐ 864 SSID Title XVI
- ☐ 865 RSI (405(g))

FEDERAL TAX SUITS
- ☐ 870 Taxes (U.S. Plaintiff or Defendant)
- ☐ 871 IRS—Third Party 26 USC 7609

OTHER STATUTES
- ☐ 375 False Claims Act
- ☐ 376 Qui Tam (31 USC 3729(a))
- ☐ 400 State Reapportionment
- ☐ 410 Antitrust
- ☐ 430 Banks and Banking
- ☐ 450 Commerce
- ☐ 460 Deportation
- ☐ 470 Racketeer Influenced and Corrupt Organizations
- ☐ 480 Consumer Credit
- ☐ 490 Cable/Sat TV
- ☒ 850 Securities/Commodities/ Exchange
- ☐ 890 Other Statutory Actions
- ☐ 891 Agricultural Acts
- ☐ 893 Environmental Matters
- ☐ 895 Freedom of Information Act
- ☐ 896 Arbitration
- ☐ 899 Administrative Procedure Act/Review or Appeal of Agency Decision
- ☐ 950 Constitutionality of State Statutes

REAL PROPERTY
- ☐ 210 Land Condemnation
- ☐ 220 Foreclosure
- ☐ 230 Rent Lease & Ejectment
- ☐ 240 Torts to Land
- ☐ 245 Tort Product Liability
- ☐ 290 All Other Real Property

CIVIL RIGHTS
- ☐ 440 Other Civil Rights
- ☐ 441 Voting
- ☐ 442 Employment
- ☐ 443 Housing/ Accommodations
- ☐ 445 Amer. w/Disabilities - Employment
- ☐ 446 Amer. w/Disabilities - Other
- ☐ 448 Education

PRISONER PETITIONS

Habeas Corpus:
- ☐ 463 Alien Detainee
- ☐ 510 Motions to Vacate Sentence
- ☐ 530 General
- ☐ 535 Death Penalty

Other:
- ☐ 540 Mandamus & Other
- ☐ 550 Civil Rights
- ☐ 555 Prison Condition
- ☐ 560 Civil Detainee - Conditions of Confinement

V. ORIGIN *(Place an "X" in One Box Only)*

- ☒ 1 Original Proceeding
- ☐ 2 Removed from State Court
- ☐ 3 Remanded from Appellate Court
- ☐ 4 Reinstated or Reopened
- ☐ 5 Transferred from Another District *(specify)*
- ☐ 6 Multidistrict Litigation - Transfer
- ☐ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing *(Do not cite jurisdictional statutes unless diversity)*:
15 U.S.C. §§ 78n(a), 78t(a), and SEC Rule 14a-9, 17 C.F.R. 240.14a-9

Brief description of cause:
Claims for violations of Sections 14(a) and 20(a) of the Securities Exchange Act of 1934

VII. REQUESTED IN COMPLAINT:

☒ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.
DEMAND $
CHECK YES only if demanded in complaint:
JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See instructions):
JUDGE
DOCKET NUMBER

DATE: 11/16/2016
SIGNATURE OF ATTORNEY OF RECORD: /s/ Richard A. Maniskas

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

UNITED STATES DISTRICT COURT

FOR THE EASTERN DISTRICT OF PENNSYLVANIA — DESIGNATION FORM to be used by counsel to indicate the category of the case for the purpose of assignment to appropriate calendar.

Address of Plaintiff: 500 N. Main St., Pittston, PA 18640

Address of Defendant: 1818 Market Street, Suite 3700, Philadelphia, Pennsylvania 19103

Place of Accident, Incident or Transaction: PA

(Use Reverse Side For Additional Space)

Does this civil action involve a nongovernmental corporate party with any parent corporation and any publicly held corporation owning 10% or more of its stock?
(Attach two copies of the Disclosure Statement Form in accordance with Fed.R.Civ.P. 7.1(a)) Yes☐ No☑

Does this case involve multidistrict litigation possibilities? Yes☐ No☑

RELATED CASE, IF ANY:

Case Number: ______ Judge ______ Date Terminated: ______

Civil cases are deemed related when yes is answered to any of the following questions:

1. Is this case related to property included in an earlier numbered suit pending or within one year previously terminated action in this court? Yes☐ No☑
2. Does this case involve the same issue of fact or grow out of the same transaction as a prior suit pending or within one year previously terminated action in this court? Yes☐ No☑
3. Does this case involve the validity or infringement of a patent already in suit or any earlier numbered case pending or within one year previously terminated action in this court? Yes☐ No☑
4. Is this case a second or successive habeas corpus, social security appeal, or pro se civil rights case filed by the same individual? Yes☐ No☑

CIVIL: (Place ✔ in ONE CATEGORY ONLY)

A. *Federal Question Cases:*

1. ☐ Indemnity Contract, Marine Contract, and All Other Contracts
2. ☐ FELA
3. ☐ Jones Act-Personal Injury
4. ☐ Antitrust
5. ☐ Patent
6. ☐ Labor-Management Relations
7. ☐ Civil Rights
8. ☐ Habeas Corpus
9. ☐ Securities Act(s) Cases
10. ☐ Social Security Review Cases
11. ☑ All other Federal Question Cases
    (Please specify) Securities/Commodities/Exchange

B. *Diversity Jurisdiction Cases:*

1. ☐ Insurance Contract and Other Contracts
2. ☐ Airplane Personal Injury
3. ☐ Assault, Defamation
4. ☐ Marine Personal Injury
5. ☐ Motor Vehicle Personal Injury
6. ☐ Other Personal Injury (Please specify)
7. ☐ Products Liability
8. ☐ Products Liability — Asbestos
9. ☐ All other Diversity Cases
    (Please specify) ______

ARBITRATION CERTIFICATION

(Check Appropriate Category)

I, Richard A. Maniskas, counsel of record do hereby certify:

☐ Pursuant to Local Civil Rule 53.2, Section 3(c)(2), that to the best of my knowledge and belief, the damages recoverable in this civil action case exceed the sum of $150,000.00 exclusive of interest and costs;

☐ Relief other than monetary damages is sought.

DATE: November 16, 2016 [signature] Attorney-at-Law PA Bar No. 85942

NOTE: A trial de novo will be a trial by jury only if there has been compliance with F.R.C.P. 38.

I certify that, to my knowledge, the within case is not related to any case now pending or within one year previously terminated action in this court except as noted above.

DATE: November 16, 2016 [signature] Attorney-at-Law PA Bar No. 85942 Attorney I.D.#

CIV. 609 (5/2012)

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

CASE MANAGEMENT TRACK DESIGNATION FORM

LOUIS SCARANTINO	:	CIVIL ACTION
v.	:	
CHEMTURA CORPORATION	:	NO.

In accordance with the Civil Justice Expense and Delay Reduction Plan of this court, counsel for plaintiff shall complete a Case Management Track Designation Form in all civil cases at the time of filing the complaint and serve a copy on all defendants. (See § 1:03 of the plan set forth on the reverse side of this form.) In the event that a defendant does not agree with the plaintiff regarding said designation, that defendant shall, with its first appearance, submit to the clerk of court and serve on the plaintiff and all other parties, a Case Management Track Designation Form specifying the track to which that defendant believes the case should be assigned.

SELECT ONE OF THE FOLLOWING CASE MANAGEMENT TRACKS:

(a) Habeas Corpus – Cases brought under 28 U.S.C. § 2241 through § 2255. ( )

(b) Social Security – Cases requesting review of a decision of the Secretary of Health and Human Services denying plaintiff Social Security Benefits. ( )

(c) Arbitration – Cases required to be designated for arbitration under Local Civil Rule 53.2. ( )

(d) Asbestos – Cases involving claims for personal injury or property damage from exposure to asbestos. ( )

(e) Special Management – Cases that do not fall into tracks (a) through (d) that are commonly referred to as complex and that need special or intense management by the court. (See reverse side of this form for a detailed explanation of special management cases.) (X)

(f) Standard Management – Cases that do not fall into any one of the other tracks. ( )

November 16, 2016	Richard A. Maniskas	Plaintiff, Louis Scarantino
Date	**Attorney-at-law**	**Attorney for**
(484) 588-5516	(484) 450-2582	rmaniskas@rmclasslaw.com
Telephone	**FAX Number**	**E-Mail Address**

(Civ. 660) 10/02

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

LOUIS SCARANTINO, Individually and On Behalf of All Others Similarly Situated, Plaintiff, v. CHEMTURA CORPORATION, CRAIG A. ROGERSON, JEFFREY D. BENJAMIN, TIMOTHY J. BERNLOHR, ANNA C. CATALANO, JAMES W. CROWNOVER, ROBERT A. DOVER, JONATHAN F. FOSTER, JOHN K. WULFF, LANXESS DEUTSCHLAND GMBH, and LANXESS ADDITIVES INC., Defendants.	Case No. _______________ JURY TRIAL DEMANDED CLASS ACTION

COMPLAINT FOR VIOLATION OF THE SECURITIES EXCHANGE ACT OF 1934

Plaintiff, by his undersigned attorneys, for this complaint against defendants, alleges upon personal knowledge with respect to himself, and upon information and belief based upon, *inter alia*, the investigation of counsel as to all other allegations herein, as follows:

NATURE OF THE ACTION

1. This action stems from a proposed transaction announced on September 26, 2016 (the "Proposed Transaction"), pursuant to which Chemtura Corporation ("Chemtura" or the "Company") will be acquired by Lanxess Deutschland GmbH ("Parent") and Lanxess Additives Inc. ("Merger Sub," and together with Parent, "Lanxess").

2. On September 25, 2016, Chemtura's Board of Directors (the "Board" or "Individual Defendants") caused the Company to enter into an agreement and plan of merger (the "Merger Agreement"). Pursuant to the terms of the Merger Agreement, shareholders of Chemtura will receive $33.50 per share in cash.

3. On November 4, 2016, defendants filed a Preliminary Proxy Statement (the "Proxy Statement") with the United States Securities and Exchange Commission ("SEC") in connection with the Proposed Transaction.

4. The Proxy Statement omits material information with respect to the Proposed Transaction, which renders the Proxy Statement false and misleading. Accordingly, plaintiff alleges herein that defendants violated Sections 14(a) and 20(a) of the Securities Exchange Act of 1934 (the "1934 Act") in connection with the Proxy Statement.

JURISDICTION AND VENUE

5. This Court has jurisdiction over the claims asserted herein pursuant to Section 27 of the 1934 Act because the claims asserted herein arise under Sections 14(a) and 20(a) of the 1934 Act and Rule 14a-9.

6. This Court has jurisdiction over defendants because each defendant is either a corporation that conducts business in and maintains operations within this District, or is an individual with sufficient minimum contacts with this District so as to make the exercise of jurisdiction by this Court permissible under traditional notions of fair play and substantial justice.

7. Venue is proper under 28 U.S.C. § 1391(b) because a substantial portion of the transactions and wrongs complained of herein occurred in this District.

PARTIES

8. Plaintiff is, and has been continuously throughout all times relevant hereto, the owner of Chemtura common stock.

9. Defendant Chemtura is a Delaware corporation and maintains its principal executive office at 1818 Market Street, Suite 3700, Philadelphia, Pennsylvania 19103. Chemtura's common stock is traded on the NYSE under the ticker symbol "CHMT."

10. Defendant Craig A. Rogerson ("Rogerson") has served as Chairman of the Board, President, and Chief Executive Officer ("CEO") of Chemtura since December 2008.

11. Defendant Jeffrey D. Benjamin ("Benjamin") is a director of Chemtura. According to the Company's website, Benjamin is Chair of the Compensation & Governance Committee and a member of the Audit Committee.

12. Defendant Timothy J. Bernlohr ("Bernlohr") is a director of Chemtura. According to the Company's website, Bernlohr is a member of the Audit Committee and the Compensation & Governance Committee.

13. Defendant Anna C. Catalano ("Catalano") is a director of Chemtura. According to the Company's website, Catalano is a member of the Compensation & Governance Committee and the Environmental, Health & Safety Committee.

14. Defendant James W. Crownover ("Crownover") is a director of Chemtura. According to the Company's website, Crownover is Chair of the Environmental, Health & Safety Committee and a member of the Compensation & Governance Committee.

15. Defendant Robert A. Dover ("Dover") is a director of Chemtura. According to the Company's website, Dover is a member of the Audit Committee and the Environmental, Health & Safety Committee.

16. Defendant Jonathan F. Foster ("Foster") is a director of Chemtura. According to the Company's website, Foster is a member of the Compensation & Governance Committee and the Environmental, Health & Safety Committee.

17. Defendant John K. Wulff ("Wulff") is a director of Chemtura. According to the Company's website, Wulff is Chair of the Audit Committee and a member of the Environmental, Health & Safety Committee.

18. The defendants identified in paragraphs 10 through 17 are collectively referred to herein as the "Individual Defendants."

19. Defendant Parent is a limited liability company under the laws of Germany and a party to the Merger Agreement.

20. Defendant Merger Sub is a Delaware corporation, an indirect wholly-owned subsidiary of Parent, and a party to the Merger Agreement.

CLASS ACTION ALLEGATIONS

21. Plaintiff brings this action as a class action on behalf of himself and the other public stockholders of Chemtura (the "Class"). Excluded from the Class are defendants herein and any person, firm, trust, corporation, or other entity related to or affiliated with any defendant.

22. This action is properly maintainable as a class action.

23. The Class is so numerous that joinder of all members is impracticable. As of June 30, 2016, there were approximately 63.2 million shares of Chemtura common stock outstanding, held by hundreds, if not thousands, of individuals and entities scattered throughout the country.

24. Questions of law and fact are common to the Class, including, among others: (i) whether defendants violated the 1934 Act; and (ii) whether defendants will irreparably harm plaintiff and the other members of the Class if defendants' conduct complained of herein continues.

25. Plaintiff is committed to prosecuting this action and has retained competent counsel experienced in litigation of this nature. Plaintiff's claims are typical of the claims of the other members of the Class and plaintiff has the same interests as the other members of the Class. Accordingly, plaintiff is an adequate representative of the Class and will fairly and adequately protect the interests of the Class.

26. The prosecution of separate actions by individual members of the Class would create the risk of inconsistent or varying adjudications that would establish incompatible standards of conduct for defendants, or adjudications that would, as a practical matter, be dispositive of the interests of individual members of the Class who are not parties to the adjudications or would substantially impair or impede those non-party Class members' ability to protect their interests.

27. Defendants have acted, or refused to act, on grounds generally applicable to the Class as a whole, and are causing injury to the entire Class. Therefore, final injunctive relief on behalf of the Class is appropriate.

SUBSTANTIVE ALLEGATIONS

Background of the Company

28. Chemtura is a global specialty chemicals company with leading positions in diversified markets.

29. The Company is: (i) a global manufacturer and marketer of high-performance additive components, building blocks for synthetic lubricant base-stocks (Industrial Performance Products); (ii) a world leader in high-performing calcium sulfonate specialty greases and phosphate and polyol ester-based fluids (Industrial Performance Products); (iii) a global leader in the development and manufacture of hot cast elastomers (Industrial Performance Products); (iv) one of the three largest developers and manufacturers of bromine and bromine-based products (Great Lakes Solutions); and (v) one of the three largest developers and manufacturers of organometallic compounds that have applications in catalysts, surface treatment, and pharmaceuticals (Organometallic Specialties).

30. Chemtura manufactures products in eleven countries and sells products in over eighty countries. The Company has approximately 2,500 employees in research, manufacturing, sales, and administrative facilities in every major market of the world, with regional headquarters and shared service centers in Shanghai, China; Middlebury, Connecticut; and Manchester, United Kingdom/Frauenfeld, Switzerland.

31. On April 28, 2016, Chemtura issued a press release wherein it reported its financial results for the first quarter ended March 31, 2016. Among other things, the Company reported that Adjusted EBITDA increased 47% from $51 million to $75 million compared to the quarter ended March 31, 2015. With respect to the financial results, Individual Defendant Rogerson, Chairman, President, and CEO of Chemtura, commented:

> Our first quarter performance delivered a strong start to 2016 and was our fifth consecutive quarter of year-over-year Adjusted EBITDA improvement for our two Industrial business segments[.] Adjusted EBITDA for the quarter of $75 million compared to $51 million a year ago lifted our last twelve months Adjusted EBITDA as of March 31, 2016 to $261 million from $237 million in December 2015.

32. On July 28, 2016, Chemtura issued a press release wherein it reported its financial results for the second quarter ended June 30, 2016. The Company reported that operating income increased 25% from $44 million to $55 million compared to the quarter ended June 31, 2015. Earnings from continuing operations increased 89% from $18 million to $34 million compared to the quarter ended June 31, 2015. Earnings from continuing operations per diluted share increased 104% from $0.26 to $0.53 compared to the quarter ended June 31, 2015. Moreover, Adjusted EBITDA increased 15% from $61 million to $70 million compared to the quarter ended June 31, 2015. With respect to the financial results, Individual Defendant Rogerson commented:

> Our performance in the second quarter continued our strong start to 2016[.] Our second quarter results delivered meaningful improvement over prior year performance, led by our IEP segment. Year-over-year improvements in pricing for bromine and its derivatives combined with robust sales for our Emerald Innovation™ 3000 product led the way for IEP. Across the board, our commercial excellence and cost reduction initiatives continue to drive consistent bottom line results. . . . We are pleased to have kept pace with our strong first quarter 2016 results and we believe that our first half performance puts us in an excellent position to meet our stated goals for the full year.

Background of the Proposed Transaction

33. According to the Proxy Statement, in early 2015, Chemtura's representatives contacted several potential bidders.

34. Thirteen parties subsequently executed confidentiality agreements that included "customary 'standstill' provisions, which, subject to certain exceptions, prohibited a potential counterparty from acquiring shares of Chemtura common stock or taking certain other actions."

35. On February 4, 2015, the CEO of "Party A" contacted Individual Defendant Rogerson and "preliminarily suggested that Party A would be willing to pay $500 million for Chemtura's IEP segment and potentially $25 to $26 per share for the entire company." According to the Proxy Statement, "Party A had previously provided a nonbinding expression of interest for the Great Lakes Solutions business," but the Proxy Statement fails to disclose the terms or value of that expression of interest.

36. On June 17, 2015, "Party J" submitted a proposal to acquire certain assets of Chemtura's IPP segment for $1.5 billion.

37. Also in June 2015, Chemtura executed a confidentiality agreement with "Party N." The Proxy Statement fails to disclose whether the confidentiality agreement contained standstill and/or "don't ask, don't waive" ("DADW") provisions.

38. On August 12, 2015, Individual Defendant Rogerson and Stephen Forsyth ("Forsyth"), Executive Vice President and Chief Financial Officer of Chemtura, met with representatives of "Party F." The Company "approached Party F due to its indication of interest in acquiring [] the IEP segment." On September 8, 2015, Chemtura and Party F executed a confidentiality agreement. The Proxy Statement fails to disclose the terms of Party F's indication of interest, as well as whether the confidentiality agreement contained standstill and/or DADW provisions.

39. In November 2015, "Party P" expressed interest in acquiring Chemtura's IPP segment, and the Company and Party P subsequently entered into a confidentiality agreement. The Proxy Statement fails to disclose the terms of Party P's indication of interest, as well as whether the confidentiality agreement contained standstill and/or DADW provisions.

40. On December 10, 2015, the Board met and discussed "recent discussions with Parties F, J and P, noting that none of the outreach to date had resulted in a concrete proposal that merited evaluation by the Chemtura board." The Proxy Statement fails to disclose the terms or value of any such proposals.

41. On January 13, 2016, Chemtura executed a confidentiality agreement with "Party Q." Again, the Proxy Statement fails to disclose whether the confidentiality agreement contained standstill and/or DADW provisions.

42. On March 2, 2016, Rogerson and the CEO of Party Q met and Party Q's CEO indicated that "he envisioned a merger of equals transaction with an exchange ratio that would be set at the market price of each of the companies' common stock."

43. On March 29, 2016, Rogerson met with representatives from "Party G" and "Party H," which "had expressed renewed interest in jointly acquiring Chemtura in an all cash

transaction." Chemtura and Parties G and H entered into new confidentiality agreements, but the Proxy Statement fails to disclose whether the confidentiality agreements contained standstill and/or DADW provisions.

44. On April 6, 2016, Rogerson met with representatives of Lanxess, who expressed interest in acquiring Chemtura in an all cash transaction.

45. On April 11, 2016, Chemtura and Lanxess entered into a confidentiality agreement. The Proxy Statement fails to disclose whether the confidentiality agreement contained standstill and/or DADW provisions.

46. In May 2016, Chemtura and Party Q negotiated a term sheet, but failed to reach agreement on "certain key terms," including corporate governance and executive leadership structures of the combined company.

47. On May 23 and May 31, 2016, Rogerson and Matthias Zachert ("Zachert"), CEO of Lanxess, met telephonically and in person to discuss a potential transaction. Zachert made a verbal proposal to acquire Chemtura for $32.50 per share.

48. In June 2016, Chemtura entered into a confidentiality agreement with Party O. The Proxy Statement fails to disclose whether the confidentiality agreement contained standstill and/or DADW provisions.

49. On June 6, 2016, Rogerson called Zachert and stated that the Board "would expect a price of $37 per share." Rogerson and Zachert spoke again on June 17.

50. On August 2, 2016, Zachert submitted a revised proposal to Rogerson of $33.50 per Chemtura share.

51. On August 8, 2016, the Board determined that Chemtura should continue to pursue a transaction with Lanxess at the proposed $33.50 price, despite the fact that the Board